

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			RATING		PAGE OF PAGES 1 50	
7. ISSUED BY U. S. Department of Justice JMD, Procurement Services Staff 1331 Pennsylvania Avenue, NW, Suite 1000 Washington, DC 20530		CODE		8. ADDRESS OFFERTO (If other than Item 7)		5. DATE ISSUED August 24, 2000		6. REQUISITION/PURCHASE NUMBER	
2. SOLICITATION NUMBER JSJMD-00-0106		3. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)							
10. FOR INFORMATION CALL:		A. NAME Mark Selweski		B. TELEPHONE (NO COLLECT CALLS) AREA CODE: (202) NUMBER: 307-1968 EXT.: n/a		C. E-MAIL ADDRESS mark.e.selweski@usdoj.gov			
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OFFER (Must be fully completed by offeror)									
NOTE: Item 12 does not apply if the solicitation includes the provision at 52.214-16, Minimum Bid Acceptance Period.									
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ Calendar days (60 days unless a different period is inserted by the offeror) from the date of receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), with in the time specified in the schedule.									
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 CALENDAR DAYS %		20 CALENDAR DAYS %		30 CALENDAR DAYS %		CALENDAR DAYS %	
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER			
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE			
AWARD (To be completed by Government)									
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)				ITEM	
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE					
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)				28. AWARD DATE	

IMPORTANT – Award will be made on this form, or a Standard Form 26, or by other authorized official written notice.

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STANDARD FORM 33 (REV. 9-97)

Prescribed by GSA – FAR (48 CFR) 53.214(c)

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PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 Pricing**

The Contractor shall provide, in accordance with the requirements specified herein, all resources necessary to complete an Independent Technical Review of the Carnivore Electronic Communication Collection System. The review and all deliverables shall be provided on a time-and-materials basis.

B.1.1 Labor

(a) Table 1 contains the unit pricing structure for the labor portion of the technical review. The Contract Line Item Number (CLIN) structure follows the statement of work (Section C) requirements. All hourly rates are considered fixed unit prices that shall include all expenses and profit, including, but not limited to: salaries/wages, report/documentation preparation, RFP Section C.5.1 requirements, fringe benefits, equipment usage, computer resources, facilities, overhead, and general and administrative expenses.

Table 1 - Fixed Unit Prices for Labor and Estimated Cost to Perform

CLIN	Labor Category	Unit	Est. Qty	Unit Price	Total
Technical Review of the Carnivore System (Section C.4.2)					\$0.00
1001	Project Manager	Hour			\$0.00
1002		Hour			\$0.00
1003		Hour			\$0.00
1004		Hour			\$0.00
1005		Hour			\$0.00
1006		Hour			\$0.00
Additional Analyses (Optional Requirement, Section C.4.3)					\$0.00
2001		Hour	TBD		\$0.00
2002		Hour	TBD		\$0.00
2003		Hour	TBD		\$0.00
2004		Hour	TBD		\$0.00
2005		Hour	TBD		\$0.00
2006		Hour	TBD		\$0.00
Total Estimated Cost of Labor					\$0.00

Note: See Section L.4.1.3 for guidance on completing the pricing table.

B.1.2 Other Direct Costs

(a) Table 2 delineates the groups or categories of costs which are considered allowable other direct costs (ODC) for this contract. The Department will use this table to authorize and track actual ODC expenditures during performance. Note that the requirements of Section C.5.1 are not separately billable and will not be considered allowable ODCs under this contract—costs for such items must be built into the Table 1 unit prices.

Table 2 - Fixed Unit Prices for Other Direct Costs and Estimated Cost to Perform

CLIN	Item Description	Unit	Est. Amount	Unit Price (multiplier)	Total
Technical Review of the Carnivore System (Section C.4.2)					\$0.00
3001	Travel	Actual Cost			\$0.00
3002		Actual Cost			\$0.00
Additional Analyses (Optional Requirement, Section C.4.3)					\$0.00
4001	Travel	Actual Cost	TBD		\$0.00
4002		Actual Cost	TBD		\$0.00
Total Estimated Cost of Other Direct Costs					\$0.00

Note: See Section L.4.1.3 for guidance on completing the pricing table.

(b) The fixed multiplier for each CLIN shall include all administrative handling costs associated with the CLIN. The multiplier is to be applied against the actual cost of the item for which reimbursement has been authorized. The elements of cost under each Table 2 CLIN are only allowable to the extent that they are not included in the Table 1 fixed unit prices and have been authorized by the COTR. The billable amount shall be limited to the actual cost of the item plus the amount resulting from the application of the appropriate multiplier identified in the table (e.g., actual cost of item is \$100.00, and multiplier for the CLIN is 1.02, the total billable amount is \$102.00).

(c) For subcontracted items/services, the multiplier shall only be applied one time. For example, a subcontractor might be required to travel. It is not permissible for the subcontractor to apply a markup to the travel costs in billing the prime contractor, and then for the prime contractor to apply another markup when billing the Government. The multiplier may only be applied once, and must be applied to the original cost of the item.

B.1.2.1 Travel

(a) As a general rule, local travel will not be reimbursed under this contract. Examples of local travel which will not be subject to reimbursement are: travel to and from normal job site; supervisory personnel traveling to a Government site or alternative facility to oversee operations. Personnel temporarily working at a Government site or alternative facility will consider such facility his/her normal job site.

(b) All reimbursable long distance travel shall be approved in advance by the COTR. Reimbursement for actual (approved) travel costs incurred during the performance of this contract shall be in accordance with Part 31 of the Federal Acquisition Regulations. Travel requirements under this contract shall be met using the most economical form of transportation available. If economy class transportation is not available, the Contractor must submit (to the COTR) a request for advance approval

to utilize higher class travel. All travel should be scheduled sufficiently in advance to be able to take advantage of offered discount rates. Individual 'travel authorization letters' may be provided to the Contractor (for all Contractor personnel who are required to travel) which may allow Contractor personnel to receive Government rates when on long distance travel. The current Federal Travel Regulations and per diem rates can be accessed at <http://policyworks.gov/org/main/mt/homepage/mtt/mtthp.htm>

(c) The Department encourages advance airfare purchases to take advantage of supersaver discounts. If the trip is canceled or travel dates are changed due to the Government's actions, the Government will, absent special circumstances, pay airline cancellation charges or airline charges for changes in the travel dates.

B.1.3 Ceiling Price

The ceiling price under this contract is the sum of the Table 1 and Table 2 totals. The Government shall not be obligated to pay the Contractor any amount in excess of this total (ceiling) price, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price, unless and until the Contracting Officer shall have notified the Contractor in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under the contract (see Section I.1, clause 52.232-7 for notification responsibilities).

SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 Introduction and Background

(a) Recent congressional inquiries and reports in the news media reflect considerable public concern over use by the Federal Bureau of Investigation of a relatively new investigative tool known as "Carnivore." Carnivore is a computer-based system that is designed to allow the FBI, in cooperation with an Internet Service Provider (ISP), to comply with court orders requiring the collection of certain information about emails or other electronic communications to or from a specific user targeted in an investigation. Questions that have been raised include concern that the FBI's temporary use of the Carnivore system could interfere with the proper functioning of an ISP's network; concern that the system might, when used properly, provide investigators with more information than is authorized by a given court order; and concern that even if the system functions appropriately when properly used, its capabilities give rise to a risk of misuse, leading to improper invasions of privacy.

(b) In light of these concerns, the Attorney General has directed the Assistant Attorney General for the Justice Management Division to arrange for an independent technical review of the Carnivore system's design, function, and method of use. The results of this review will be documented by the Contractor in a draft and final report.

(c) The system consists of Carnivore software written in C++ and deployed with a Windows NT Workstation operating system. No TCP IP stack is loaded. The platform is a commercial off the shelf (COTS) PC with a pentium III processor, 128 megabytes of RAM, between a 4 to 18 gigabyte hard drive and a 2 gigabyte Jaz drive for the collection of evidence. Additionally, the system includes: COTS communications software; a network interface card; a hardware authentication device; and a hardware network isolation device.

(d) This document sets out the parameters for the independent technical review, and requests proposals to perform the work. Instructions and content requirements for offeror proposals are contained in Section L of this document.

C.2 Definitions

The following definitions apply to this contract:

- (1) As used herein, the term "Carnivore system" includes the Carnivore application software, other hardware and software normally deployed with it, and relevant practices, procedures, and methods of use.
- (2) For purposes of Objectives 1 and 2 in Section C.3, the term "assuming proper usage" includes assuming the existence of proper legal authority; the assistance and cooperation of the relevant ISP or system administrator, including the timely and accurate provision of any necessary system information; and observance, by those using the Carnivore system, of any relevant statutes, policies, procedures, methods, and practices.

C.3 Contract Objective

(a) The Contractor's technical review of the Carnivore system should address the following four questions:

- (1) Assuming proper usage, will the Carnivore system provide investigators with all the information, and only the information, that it is designed and set to provide in accordance with a given court order?
- (2) Assuming proper usage, will use of the Carnivore system introduce new, material risks of operational or security impairment of an ISP's network?
- (3) Does use of the Carnivore system introduce new, material risks of the unauthorized acquisition, whether intentional or unintentional, of electronic communication information by (i) FBI personnel or (ii) persons other than FBI personnel?
- (4) Are the protections built into the Carnivore system, including both audit functions and operational procedures or practices, commensurate with the level of the risks, if any, identified in response to (3) above?

(b) Additional, relevant questions may be added to the above list.

C.4 Statement of Work

C.4.1 Technical Review of the System

(a) Subject to the security requirements of Section H.3, at contract award the Department will endeavor to provide (or make available) to the Contractor all relevant information or personnel the Contractor considers necessary to perform the technical review. Access to the source code and testing of the system will be limited to government controlled space unless the Contractor demonstrates that it has a facility with equivalent security arrangements.

Note: Offeror proposals must address how the technical review will be performed in compliance with the RFP security requirements (see Section L.4.2.1.3).

(b) While the results of this review are expected to inform ongoing legal and policy discussions, the review itself is technical, not legal. If the Contractor believes that answers to specific legal questions are important to its review, the COTR will provide answers to those questions that shall be accepted as assumptions for purposes of the review, and identified as such in the Contractor's report.

(c) For purposes of Contract Objective (1) (see Section C.3), the Contractor shall evaluate the performance of the Carnivore system in each of several model scenarios, which are summarized in Attachment 1. The model scenarios are intended to reflect those that are most likely to be relevant in actual practice, and to give offerors a basis on which to prepare proposals. If other appropriate scenarios are identified either before or during performance of the contract, the Contracting Officer will expand the scope of the technical review to include additional scenarios.

(d) The Department recognizes that the Carnivore system is subject to certain inherent design limitations that preclude its use in certain situations. Those limitations will be identified to the Contractor, but for obvious reasons will not be made public.

(e) As noted in Section C.1, the Carnivore system incorporates some commercial off-the-shelf software and hardware elements (such as the Windows operating system). While the scope of the review includes the overall configuration of the system, the review is not intended to entail exhaustive evaluation of those elements. In that regard, the Contractor's review is confined to what is necessary to determine if the use of those products creates particular problems or risks within the scope of the Contract Objectives (see Section C.3).

C.4.2 Reports

C.4.2.1 Format

(a) All deliverables shall be provided to the COTR in both printed and digital form. Digital format shall be WordPerfect or Microsoft Word for all items except briefing materials which shall be a Corel Presentations or Microsoft PowerPoint slide show.

(b) The Department intends to make the Contractor's draft and final reports public to the maximum extent that is consistent with otherwise applicable law or contractual obligations and with preserving the effectiveness of Carnivore as a tool for effectuating court-ordered interceptions of electronic communications or related information.

(c) The Department anticipates that comments provided to the Contractor by the COTR on draft deliverables will seek clarification, offer suggested replacement text, question perceived incorrect statements, or offer guidance to the Contractor. The Contractor shall resolve all comments raised by the COTR in a subsequent deliverable.

(d) The only reference to the Contractor's name in any deliverable shall appear on the cover page of that deliverable. Color and graphics will be used in documents at the discretion of the Contractor to enhance readability and understanding of the material.

C.4.2.2 Progress Reports and Briefings

(a) The Contractor shall report to the COTR weekly describing progress and any problems and proposed solutions. The Contractor shall alert the COTR of any problems related to contract performance at the earliest opportunity.

(b) Prior to submitting the draft and final reports, the Contractor shall brief (i.e., there will be two separate briefings) the COTR and other DOJ officials on the anticipated contents of the reports.

C.4.2.3 Draft Technical Report

(a) The Attorney General has asked for a thorough but prompt review of the Carnivore system.

This independent technical review is also intended to inform a broader public and legislative discussion of related legal and privacy issues. For these reasons, the Department desires that the draft technical report be submitted by November 17, 2000 (offerors are to include a proposed delivery schedule with their proposal, see Section L.4.2.1.3).

(b) As noted above, the Department intends to make the draft report available to the public for comment. The Department's goal is to maximize disclosure to the public giving due consideration to the confidential nature of some of the information that will likely be in the report. The Department will determine which parts of the report or associated information must remain confidential. The report as publicly released will identify any portion of the report that has been withheld from disclosure, and the Department's reasons for deciding to maintain it in confidence. The Contractor shall participate in the creation of the public version of the report as directed by the COTR.

C.4.2.4 Public Comment Period

After the draft report is made public, the Department expects to receive comments from interested members of the public. As directed by the COTR, the Contractor shall participate in the public comment phase as follows:

- (1) The Project Manager must make himself/herself available to participate in public discussions.
- (2) The Contractor shall consider, in preparing its final report, any comments that go to technical aspects of the review.

Note: Through the process of public discussion of the draft and final technical reports, the Department also anticipates that interested members of the public will express their views on various legal and policy issues related to, but distinct from, the technical issues addressed by the Contractor's report. A group of Department officials chaired by the Assistant Attorney General for the Justice Management Division will consider those legal and policy issues and include a discussion of them in its final report to the Attorney General concerning the Carnivore system.

C.4.2.5 Final Technical Report

The Contractor shall revise the draft report as necessary in light of technical comments received from the Department or the public. The Department desires that the final technical report be submitted by December 8, 2000 (offerors are to include a proposed delivery schedule with their proposal, see Section L.4.2.1.3).

C.4.3 Additional Analyses (Option)

At the unilateral option of the Department, the Contractor may be requested to perform follow-on analyses of technical issues identified in the final technical report. Examples of follow-on work include an analysis of vulnerabilities in the Carnivore system and/or the Department's planned mitigation strategy for

such vulnerabilities. The Contracting Officer will define the optional requirements in writing and request that the Contractor submit a cost and technical proposal to perform the optional work. The Contractor shall not perform any optional work unless and until it has received written authorization to do so from the Contracting Officer.

C.5 Contract Management and Administration

C.5.1 General

The Contractor shall provide all management, administration, staffing, planning, scheduling, procuring, etc., for all items and services required by the contract. Listed below are all of the management and administration requirements that must be provided within the unit prices contained in Section B, i.e., **the following items are not separately billable under the contract.**

- (1) All activities associated with recruiting and hiring staff, such as advertising, screening applicants, interviewing, reference checking, etc.
- (2) Maintaining "in-house" skills, teaming and/or subcontract arrangements to ensure that staff with the requisite experience, skills and knowledge are available on short notice.
- (3) All activities associated with management of the Contractor's facilities that may be utilized, including obtaining space, equipment, furniture, supplies, maintenance, security requirements (see Section H.3.2), etc.
- (4) Utilizing electronic means to conduct business transactions under this contract to the maximum extent feasible. This will include, but is not limited to, Government/Contractor electronic mail exchange to support contract administration, Contractor invoicing, and electronic funds transfer for payment of approved invoices. After contract award, the Contractor and the Contracting Officer will agree on the methods and scope of electronic communications that the Contractor shall follow during the contract period.
- (5) Planning, scheduling and procuring airfare, lodging accommodations, and ground transportation for all approved travel by Contractor personnel. Ensuring that invoiced travel costs are itemized in accordance with the Government travel regulations in effect at the time of travel (See Section B.1.2.1).
- (6) Planning for and making all necessary arrangements to ensure that Contractor personnel performing field work have all necessary equipment (e.g., laptop computers) and supplies by the time they arrive at the site.
- (7) Assembling billing data and billing back-up materials, including all time and materials needed for preparing any responses to Government billing rejection letters. Generating, distributing, and tracking invoices, including generating reports and responding to inquiries regarding invoice status, tracking which deliverables and/or units have been invoiced and which have not, etc.
- (8) All activities associated with managing subcontractors/team members, such as identifying

and qualifying them, negotiating subcontracts, reviewing invoices, ensuring compliance with the security and other requirements of this Contract, etc.

- (9) Implementing and maintaining quality assurance and quality control systems to ensure that all contract requirements are met throughout the term of the contract.

C.5.2 Contractor Staff

(a) Because much of the detailed information to which the Contractor's staff will have access is sensitive from a law enforcement perspective and/or subject to the proprietary rights of non-governmental third parties, all staff members will be required to sign an agreement (similar to that contained in Section J, Attachment 2) that they will not disclose or use information about the Carnivore system that is disclosed to them in connection with the review, other than as permitted in connection with the conduct of the Contractor's review and the preparation and authorized disclosure of its report.

(b) The individuals listed below are considered key personnel for this contract. At a minimum, the key personnel will include the Project Manager. The Project Manager is a senior manager responsible for coordinating the management of all work performed under this contract. The Project Manager shall act as the central point of contact with the Department and shall have the full authority to act for the Contractor in the performance of the required work. The Project Manager works independently or under the general direction of senior level Contractor business management on all phases of performance, including contract management, project/task order management, coordination of resource needs, coordination with corporate resources and management, and has direct accountability for the technical correctness, timeliness and quality of deliverables.

[Names of Key Personnel to be inserted from Contractor's proposal]

- (c) All key personnel listed in paragraph (a) above are subject to the following:

- (1) Replacement of any key personnel is subject to the prior written approval of the COTR.
- (2) Requests for replacement shall include a detailed resume containing a description of the qualifications and experience of the individual(s) proposed.
- (3) Contractor proposals to move any key personnel off this contract shall be submitted in writing at least 30 days in advance of proposed move, and are subject to the approval of the COTR, including approval of proposed replacement.
- (4) The Department reserves the right to review the qualifications of all staff selected to work on this contract before assignment, including the individuals proposed (in the Contractor's proposal) and any replacements for these individuals, and to reject individuals who do not have appropriate experience in the conduct of reviews such as this.

(d) The Contractor shall immediately remove any Contractor/subcontractor employee found to represent a threat to the safety of government records, government employees, or other Contractor employees.

SECTION D - PACKAGING AND MARKING

D.1 Payment of Postage and Fees

All postage and fees related to submitting information to the Contracting Officer or the COTR shall be paid by the Contractor.

D.2 Preservation, Packing and Marking

(a) All information submitted to the Contracting Officer or the COTR shall include the contract number.

(b) Unless otherwise specified, all material shall be preserved, packaged, and packed in accordance with normal commercial practices to insure acceptance by common carrier and safe arrival at destination.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Inspection and Acceptance

(a) Inspection of all services performed under this contract will be performed by the COTR (or his/her authorized designee) at the Government's site, or at the Contractor's site, in accordance with FAR clause 52-246-6. Inspection will consist of an examination of the deliverable(s) and/or services for (1) compliance with the statement of work, (2) thoroughness with respect to scope or content, and (3) quality with respect to the standards set forth in Section C.

(b) The Department shall have 30 days from receipt of each invoice to inspect and accept items delivered/work performed under the contract. Rejected work and/or comments on all deliverables will be provided to the Contractor by the COTR specified in Section G.1. The Contractor shall be responsible for replacement or corrections to the work or deliverable as necessary to meet the standards of acceptance identified in the contract. The cost to replace or correct nonconforming work or deliverables shall be born as specified in FAR clause 52.246-6.

(c) The Government will only be responsible for the cost of those corrections ordered above the performance standard specified in the task order.

E.2 Clauses Incorporated by Reference

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

Table 3 - Section E FAR Clauses by Reference

Clause No.	Title	Date
52.246-6	Inspection--Time-and-Materials and Labor-Hour	Jan 1986
52.246-16	Responsibility for Supplies	Apr 1984

SECTION F - DELIVERIES OR PERFORMANCE

F.1 Delivery Schedule

(a) Table 4 shows the desired delivery times, i.e., the date on which the completed report received by the Department:

Table 4 - Desired Delivery Times

Deliverable	Due Date
Draft Technical Report, C.4.2.3	November 17, 2000
Final Technical Report, C.4.2.5	December 8, 2000
Additional Analyses (Option), C.4.3	See Below

(b) The Contracting Officer may exercise the Section C.4.3 option for additional analyses by giving written notice to the Contractor, provided this notice is given within 30 days from the date the Contractor delivers the Final Technical Report. The delivery schedule for any deliverables identified under this option shall be mutually agreed upon by the Contracting Officer and the Contractor.

F.2 Clauses Incorporated by Reference

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):
<http://www.arnet.gov/far/>

Table 5 - Section F FAR Clauses by Reference

Clause No.	Title	Date
52.242-15	Stop-Work Order	Aug 1989
52.242-17	Government Delay of Work	Apr 1984
52.247-35	F.O.B. Destination, Within Consignee's Premises	Apr 1984

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 Responsibilities for Contract Administration****G.1.1 Contracting Officer**

(a) The Contracting Officer has the overall responsibility for the administration of this contract. He/she alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, the Contracting Officer may delegate certain other responsibilities to his/her authorized technical representative. This contract will be administered by:

[To be identified in the contract]
U.S. Department of Justice
Procurement Services Staff
Contract Administration Service
National Place North Building, Suite 1000
1331 Pennsylvania Ave., NW
Washington, DC 20530

(b) Written communications shall make reference to the contract number and shall be mailed to the above address.

G.1.2 Contracting Officer's Technical Representative (COTR)

(a) Upon award, a Contracting Officer's Technical Representative (COTR) will be designated to coordinate the technical aspects of this contract and inspect items/services furnished hereunder; however, he/she shall not be authorized to change any terms and conditions of the resultant contract, including price.

(b) The COTR for this contract is:

[To be identified in the contract]

(c) The COTR, or his/her designee, will be responsible for the technical administration of this contract. The responsibilities of the COTR include, but are not limited to inspecting all deliverables. The COTR is authorized to certify (but not to reject or deny) invoices for payment in accordance with Section G.3. The authority to reject or deny performance and associated invoice payment is expressly reserved for the Contracting Officer.

(d) The Contracting Officer is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of this contract shall not be construed to authorize the revision of the terms and conditions of this contract. Any such revision shall be authorized in writing by the Contracting Officer.

G.2 Contractor Representatives

G.2.1 Contract Administration

- (a) The Contractor's representative to be contacted for all contract administration matters:

[Offeror's are to provide complete name, address, telephone, fax and e-mail in their proposal]

(b) The Contractor's representative shall be responsible for all contract administration issues and shall act as the central point of contact with the Government for all such issues. The representative shall have full authority to act for the Contractor in all contractual matters. The representative shall be able to fluently read, write, and speak the English language.

G.2.2 Project Manager

- (a) The Project Manager is:

[Offeror's are to provide complete name, address, telephone, fax and e-mail in their proposal]

- (b) The Project Manager's responsibilities are described in Section C.5.2(b).

G.3 Payment

G.3.1 Invoice Requirements

(a) Payment for actual work and services rendered under this contract will be made on a monthly basis in accordance with the clause entitled "Payments under Time-and-Materials and Labor-Hour Contracts" (see Section I.1, Clause 52.232-7). To constitute a proper invoice, the following information and/or attached documentation shall be included with the invoice (as applicable):

- (1) Name and address of the Contractor.
- (2) Invoice date.
- (3) Contract number.
- (4) Period covered by the invoice.
- (5) CLIN number and description, quantity, unit price and extended total for the period covered. Actual direct labor hours expended by each individual (fractional parts of an hour shall be rounded to the nearest one-fourth ($\frac{1}{4}$) hour or lesser fraction in computing the amount payable) multiplied by the appropriate unit price (hourly rate) from the applicable Table 1 CLIN. Itemization of all approved other direct cost (ODC) items by appropriate Table 2 CLIN with supporting documentation (including subcontractor/supplier invoices). Itemization of all actual transportation and per diem expenses being claimed in accordance with Part 31 of the FAR and Section B.1.2.1 with supporting documentation as requested by the COTR.
- (6) Cumulative amounts billed by CLIN to date.

- (7) Shipping and payment terms.
- (8) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- (9) Taxpayer Identification Number.

(b) The COTR will certify the invoice for payment and forward the invoice to the Finance Office specified in paragraph (c) below for payment with a conformed copy to the Contracting Officer specified in Section G.1. Negative inspection results will be reported immediately to the Contracting Officer.

(c) The office that will make the payments due under this contract (i.e., the designated payment office) is shown below. Please note that the Contractor must submit all invoices to the COTR.

Department of Justice
FDSS
600 E Street, NW., Room 4045
Washington, DC 20530

(d) All follow-up invoices shall be marked "Duplicate of Original." Contractor questions regarding payment information or check identification should be directed to the DOJ Vendor Assistance Hotline (202) 616-6260.

G.3.2 Interest on Overdue Payments

(a) The FAR clause entitled "Prompt Payment" (see Section I.1, Clause 52.232-25) is applicable to payment under this contract and requires interest on overdue payment and improperly taken discounts. Determinations of interest due will be made in accordance with the provisions of the prompt payment clause as modified by paragraph (b) below.

(b) Subdivision (a)(6)(I) of the Prompt Payment clause is modified to specify the following period for constructive acceptance by the Government: The Government agrees to inspect and determine the acceptability of supplies delivered or services rendered in accordance with Section E of this contract. For the purpose of determining the due date for payment and for no other purpose, acceptance will be deemed to occur on the last day of the above stated inspection period. However, the Contractor is not entitled to payment of contract amounts or interest unless and until actual acceptance occurs. If the products are rejected or services deficient, the provisions of this clause will apply to the date the Government receives corrected/replacement products or the date the contractor corrects the deficiencies in services.

G.3.3 Taxpayer Identification Number

The Contractor must include his or her Social Security Number (for individuals) or Employer Identification Number (for other entities) on each invoice submitted for payment under this contract. This information is required, for example, in order for the Government to comply with the requirement to file Internal Revenue Service Information returns pursuant to the Internal Revenue Code. Invoices received that do not include the required information will be returned to the Contractor without payment. (Note:

This information should be entered in the address block on the invoice).

G.3.4 Payment by Electronic Funds Transfer—Other than Central Contractor Registration (FAR 52.232-34 (May 1999))

(a) Method of payment.

- (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
- (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-- (i) Accept payment by check or some other mutually agreeable method of payment; or (ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

- (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") concurrent with receipt of the first invoice or sooner. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).
- (2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment.

- (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment

under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

- (2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers.

- (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--(i) Making a correct payment; (ii) Paying any prompt payment penalty due; and (iii) Recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and-- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a

desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

- (1) The contract number (or other procurement identification number).
- (2) The Contractor's name and remittance address, as stated in the contract(s).
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
- (5) The Contractor's account number and the type of account (checking, saving, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
- (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

G.4 Pricing of Adjustments

When costs are a factor in any determination of a contract price adjustment pursuant to the "Changes" Clause, or any other clause of this contract, such costs shall be in accordance with the contract cost principles and procedures in Part 31 of the Federal Acquisition Regulation in effect on the date of the contract.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 Organizational Conflict of Interest

(a) The Contractor warrants that, to the best of its knowledge and belief, and except as otherwise set forth in this contract, it does not have any organizational conflict of interest as defined below.

The term "organizational conflict of interest" means a situation where a Contractor has interests, either due to its other activities or its relationships with the Department of Justice or other law enforcement organizations, which place it in a position that may be unsatisfactory or unfavorable from the Government's standpoint in being able to secure an impartial, technically sound, objective review of the Carnivore system from the Contractor.

(b) The Contractor agrees that, if after contract award it discovers an organizational conflict of interest with respect to this contract, the Contractor shall make an immediate and full disclosure in writing to the Contracting Officer that shall include a description of the action that the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict. The Department may, however, terminate this contract for the convenience of the Government if termination is in the best interest of the Government.

(c) If the Contractor was aware of organizational conflict of interest before contract award and intentionally did not disclose the conflict to the Contracting Officer, the Department may terminate this contract at no cost to the Government.

H.2 Data Rights

(a) **Government Furnished Data.** The Government shall retain all rights and privileges, including those of patent and copy, to all Government furnished data. The Contractor shall neither retain nor reproduce for private or commercial use any information or other materials furnished or made available under this contract. The Contractor agrees not to assert any rights at common law or in equity or establish any claim to statutory copyright in such data. These rights are not exclusive and are in addition to any other rights and remedies to which the Government is otherwise entitled elsewhere in this contract.

(b) **Contractor Produced Data and Materials.** All property rights, including publication rights, in the information and materials first produced by the Contractor in connection with this contract (to include task orders issued under this contract) shall vest in the Government. Information and materials shall include, but are not limited to all reports and site surveys.

H.3 Security Requirements

H.3.1 Contractor/Subcontractor Personnel

Because of the sensitive nature of the information involved in this contract, all Contractor/subcontractor personnel will be subject to a basic criminal record checks and federal agency

index check. All Contractor/subcontractor personnel that may have access to any of the information under this contract must prepare and submit to the COTR a limited biographical information form that will be used by the Security Program Manager (SPM) to perform the checks described above. The Contractor will not be permitted to commence performance under the contract until a sufficient number of its personnel, as determined by the COTR and SPM, have received favorable checks.

H.3.2 Safeguarding Data

(a) In performance of this contract, the Contractor will have access to sensitive Government information. The Contractor agrees to comply with and assume responsibility for compliance by its employees, and any subcontractors or team members, with the following requirements:

- (1) All work shall be performed under the supervision of the Contractor or the Contractor's employees.
- (2) All individuals who receive access to any sensitive Government information concerning the Carnivore system (system) shall be subject to the personnel security requirements specified in Section H.3.1. The Department may remove access privileges for Contractor personnel for unauthorized, negligent, or willful actions. These may include, but are not limited to unauthorized modification or disclosure of the system or related data.
- (3) All individuals who receive access to any sensitive Government information will be required to sign a nondisclosure agreement similar to that in Section J, Attachment 2 prior to having access to that information. Also, the Contractor shall ensure that access to sensitive Government information is provided to a minimum number of Contractor personnel (to include subcontractor personnel or team member personnel) necessary to adequately conduct the review.
- (4) Any system data made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than a member of the team performing work under this contract on behalf of the Contractor shall be prohibited.
- (5) All system data shall be accounted for upon receipt and properly stored before, during, and after processing.
- (6) The Contractor certifies that system data used during the performance of this contract shall be completely purged from all data storage components of its computer facility(ies), and no sensitive information shall be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any system data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (7) Any spoilage or any intermediate hard copy printout which may result while using system data shall be destroyed using a document shredder or other method approved by the

COTR.

- (8) No work involving system data furnished under this contract shall be subcontracted without the specific written approval of the Contracting Officer.
- (9) The Contractor shall maintain a list of employees authorized access to system data. Such list will be provided to the COTR upon request.
- (10) Use of remote maintenance or monitoring capabilities (at a Contractor site via communications link) must be explicitly authorized by the COTR.
- (11) The DOJ will have the right to terminate this contract if the Contractor fails to provide the safeguards described above.

(b) The Contractor shall inform its officers and employees of the penalties for improper disclosure (of any system data) imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(l)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor who, by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, wilfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(c) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases. These inspections may take place at any time during the term of this contract and may include a live demonstration of the Contractor's computer systems capabilities. The Contractor will be given advance written notice of the Department's intent to perform an inspection. The Contractor shall immediately correct any specific measures where the Contractor is found to be noncompliant with contract safeguards.

(d) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards used by the Government to protect its systems.

(e) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party. Mutual agreement shall then be reached on changes or corrections to existing safeguards or institution of new safeguards, with final determination of appropriateness being made by the Government. The Government's liability is limited to an equitable adjustment of cost for such changes or corrections, and the Government shall not be liable for claims of loss of business, damage to reputation, or damages of any other kind arising from discovery of new or unanticipated threats or hazards, or any public or private disclosure thereof.

H.4 Confidentiality

Duplication or disclosure of the data and other information to which the Contractor will have

access as a result of this contract is prohibited. It is understood that throughout performance of this contract, the Contractor will have access to confidential data which is either the sole property of the Department of Justice or is the sole property of other than the contracting parties. The Contractor and his subcontractor(s) (if any) agree to maintain the confidentiality of all data to which access may be gained throughout contract performance, whether title thereto vests in the Department of Justice or otherwise. The Contractor and his Subcontractor(s) (if any) agree to not disclose said data, any interpretations and/or translations thereof, or data derivative therefrom, to unauthorized parties in contravention of these provisions, without the prior written approval of the Contracting Officer or the party in which title thereto is wholly vested. Subcontractors are subject to the same stipulations and may be held responsible for any violations of confidentiality.

H.5 Indemnification

(a) **Responsibility for Government-owned or -leased Property and Equipment:** During contract performance, the Contractor shall be responsible for all negligent acts or omissions of its employees or agents or the employees or agents of its subcontractor(s). In this regard, the contractor shall, at no cost to the Government and at the Government's option, replace or compensate the Government for any damage to or loss of Government-owned or -leased property caused by such negligent acts or omissions.

(b) **Responsibility for Contractor or Third Party-owned or -leased Property and Equipment:** The contractor shall indemnify the Government against any and all liability claims for loss or damage to any Contractor owned or leased property occurring as a result of negligence or omissions by employees or agents of the contractor or its subcontractor(s) in connection with the performance of work under the terms of this contract.

(c) **Responsibility for Property and Equipment Damaged or Lost through no fault of the Contractor or the Government:** Property damage or loss that occurs through no fault of either the Contractor, their subcontractors or agents or the Government shall be the responsibility of the party holding title to or having leased the property.

(d) **Contractor Actions:** The Contractor shall indemnify and hold the Government, its agents and employees, harmless against any financial loss or liability, including costs and expenses, arising from any negligent or wrongful act, or omission, or malpractice, on the part of the Contractor, or any of its agents or employees, during the Contractor's performance under this contract. The Contractor also agrees that if the Government suffers any financial loss or liability because of any negligent or wrongful act, or omission, or malpractice, by the Contractor, or any of its agents or employees, the Department may offset any such sums against any money in the Department's possession, which would otherwise be due and payable to the Contractor.

H.6 Publicity

Publicity releases in connection with this contract shall not be made by the Contractor unless prior written approval has been received from the Contracting Officer.

H.7 Freedom of Information Act (FOIA) Requests

Notwithstanding any other provision in this contract or any statement or restriction in the Contractor's proposal, by entering into this contract, the Contractor acknowledges that the Department will release Section B of this contract, to include all Pricing Tables, in their entirety in response to Freedom of Information Act (FOIA) requests without giving the Contractor advance notice of the release. With respect to a FOIA request for any part of the Contractor's technical proposal that is either set forth or incorporated by reference in this contract, before responding to the FOIA request the Department will afford the Contractor an opportunity to explain why it believes some or all of the relevant parts of the technical proposal may be exempt from release under the FOIA.

H.8 Subcontracts

The addition of a subcontractor(s) which was not included in the original (at contract award) project team to perform work under this contract is subject to the prior written consent of the Contracting Officer.

H.9 Government Contractor Relationships

(a) The Government and the Contractor understand and agree the support services to be delivered under this contract by the Contractor are nonpersonal services and the parties recognize and agree that no employer-employee relationships exist or will exist under the contract between the Government and the Contractor and/or between the Government and the Contractor's employees.

(b) Contractor personnel under this contract shall not: (1) Be placed in a position where they are appointed or employed by a Federal employee, or are under the supervision, direction, or evaluation of a Federal employee; (2) Be placed in a staff or policy making position; or (3) Be placed in a position of supervision, direction, or evaluation over DOJ personnel, or personnel of other contractors, or become a part of a Government organization.

(c) The services to be performed under this contract do not require the contractor or its employees to exercise personal judgment and discretion on behalf of the Government. Rules, regulations, directions, and requirements which are issued by DOJ Management under their responsibility for good order, administration, and security are applicable to all personnel who enter a Government installation. This is not to be construed or interpreted to establish any degree or Government control which is inconsistent with a nonpersonal services contract. The Contractor will not be paid for performance of personal services. Therefore, the Contractor shall immediately advise the Contracting Officer in the event the contractor or its employee are directed by any Government employee to perform personal services.

H.10 Release of Claims

After completing the contract, and prior to final payment, the Contractor shall furnish to the Contracting Officer, a release of claims against the United States arising out of the contract, other than claims specifically excepted from the operation of the release. Copies of the required form may be

obtained from the Contracting Officer at the address listed in Section G.1.2.

PART II**SECTION I - CONTRACT CLAUSES****I.1 Clauses Incorporated by Reference (FAR 52.252-2 (FEB 1998))**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

Table 6 - Section I FAR Clauses by Reference

Clause No.	Title	Date
52.202-1	Definitions	Oct 1995
52.203-3	Gratuities	Apr 1984
52.203-5	Covenant Against Contingent Fees	Apr 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	Jul 1995
52.203-7	Anti-Kickback Procedures	Jul 1995
52.203-8	Cancellation, Recision, and Recovery of Funds for Illegal or Improper Activity	Jan 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	Jan 1997
52.203-12	Limitations on Payments to Influence Certain Federal Transactions	Jun 1997
52.204-4	Printing/Copying Double-Sided on Recycled Paper	Jun 1996
52.209-6	Protecting the Government's Interest when Subcontracting with Contractor's Debarred, Suspended, or Proposed for Debarment	Jul 1995
52.215-2	Audit and Records--Negotiation	Jun 1999
52.215-8	Order of Precedence--Uniform Contract Format	Oct 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	Oct 1997
52.215-14	Integrity of Unit Prices	Oct 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications, Alternate IV (Oct 1997) [insert "Submission of information other than cost or pricing data may be required as requested by the Contracting Officer consistent with FAR 15.403-3." in paragraph (b)]	Oct 1997
52.219-8	Utilization of Small Business Concerns	Oct 1999
52.222-3	Convict Labor	Aug 1996
52.222-4	Contract Work Hours and Safety Standards Act--Overtime Compensation	Jul 1995
52.222-21	Prohibition of Segregated Facilities	Feb 1999
52.222-26	Equal Opportunity	Feb 1999
52.222-35	Affirmative Action for Disabled and Veterans of the Vietnam Era	Apr 1998
52.222-36	Affirmative Action for Workers with Disabilities	Jun 1998

Table 6 - Section I FAR Clauses by Reference

Clause No.	Title	Date
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	Jan 1999
52.223-5	Pollution Prevention and Right-to-Know Information	Apr 1998
52.223-6	Drug-Free Workplace	Jan 1997
52.223-10	Waste Reduction Program	Oct 1997
52.223-14	Toxic Chemical Release Reporting	Oct 1996
52.224-1	Privacy Act Notification	Apr 1984
52.224-2	Privacy Act	Apr 1984
52.225-13	Restrictions on Certain Foreign Purchases	Feb 2000
52.227-1	Authorization and Consent	Jul 1995
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	Aug 1996
52.227-3	Patent Indemnity	Apr 1984
52.227-14	Rights in Data--General	Jun 1987
52.229-3	Federal, State and Local Taxes	Jan 1991
52.229-5	Taxes--Contracts Performed in U.S. Possessions or Puerto Rico	Apr 1984
52.232-1	Payments	Apr 1984
52.232-7	Payments under Time-and-Material and Labor-Hour Contracts	Mar 2000
52.232-8	Discounts for Prompt Payment	May 1997
52.232-11	Extras	Apr 1984
52.232-17	Interest	Jun 1996
52.232-23	Assignment of Claims	Jan 1986
52.232-25	Prompt Payment	Jun 1997
52.233-1	Disputes	Dec 1998
52.233-3	Protest After Award	Aug 1996
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	Apr 1984
52.242-13	Bankruptcy	Jul 1995
52.243-3	Changes--Time-and-Materials or Labor-Hours	Aug 1987
52.244-2	Subcontracts	Aug 1998
52.244-6	Subcontracts for Commercial Items and Commercial Components	Oct 1998
52.245-2	Government Property (Fixed-Price Contracts)	Dec 1989
52.246-25	Limitation of Liability--Services	Feb 1997
52.249-6	Termination (Cost Reimbursement), Alternate IV (Sep 1996)	Sep 1996
52.249-14	Excusable Delays	Apr 1984
52.251-1	Government Supply Sources	Apr 1984

PART III - ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

The attachments listed below are provided at the end of this document.

1. Model Scenarios
2. Sensitive Information Nondisclosure Agreement

PART IV - REPRESENTATIONS AND INSTRUCTIONS**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER
STATEMENTS OF OFFERORS**

Certain representations and certifications must be made by the offeror and must be filled in as appropriate. The signature of the offeror in Block 17 of Standard Form 33 (which is the face page of this solicitation) constitutes the making of the applicable representations and certifications. Award of any contract to the offeror shall be considered to have incorporated the applicable representations and certifications by reference in accordance with FAR 15.204-1(b). The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

K.1 Certificate of Independent Price Determination (FAR 52.203-2 (Apr 1985))

(a) The offeror certifies that:

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to: (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory:

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____
_____ [insert full name of the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization].

(ii) As an authorized agent, does certify that principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs

(a)(1) through (a)(3) above; and

(c) If the offeror deleted or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 Taxpayer Identification (FAR 52.204-3 (Oct 1998))

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(e) Type of Organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(f) Common Parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐ Name and TIN of common parent:
Name: _____
TIN: _____

K.3 Women-Owned Business (Other Than Small Business) (FAR 52.204-5 (May 1999))

(a) **Definition.** "Women-owned business concern" as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) **Representation.** *[Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of Section K.7 Small Business Program Representations (FAR 52.219-1), of this solicitation.]* The offeror represents that it ☐ is a women-owned business concern.

K.4 Data Universal Numbering System (DUNS) Number (FAR 52.204-6 (June 1999))

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet

Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.dnb.com>. If an offeror is unable to locate a local Call Center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

K.5 Certification Regarding Debarment, Suspension, Proposed Debarment and Other Responsibility Matters (FAR 52.209-5 (Mar 1996))

(a)(1) The offeror certifies, to the best of its knowledge and belief, that--

(i) The offeror and/or any of its Principals --

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers, directors, owners,

partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.6 Place of Performance (FAR 52.215-6 (Oct 1997))

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Table 7 - Place of Performance

Place of Performance (street address, city, county, state, and zip code)	Name and Address of owner and operator of the plant or facility if other than the offeror or respondent

K.7 Small Business Program Representations (FAR 52.219-1 (May 1999))

(a) Size Standard.

- (1) The standard industrial classification (SIC) code for this acquisition is: **7379 -- Computer Related Services, Not Elsewhere Classified** [See <http://www.osha.gov/cgi-bin/sic/sicser2?7379> for definition.]
- (2) The small business size standard is: **\$18.0M Average annual receipts**. [See FAR 19.1 for definitions and <http://www.sba.gov/regulations/siccodes> .]
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

- (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
- (2) *[Complete only if offeror represented itself as a small business concern in block (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) *[Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(c) Definitions.

“Small business concern,” as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operations in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Women-owned small business concern,” as used in this provision, means a small business concern-

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.8 Previous Contracts and Compliance Reports (FAR 52.222-22 (Feb 1999))

The offeror represents that--

- (a) It [] has, [] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;
- (b) It [] has, [] has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors will be obtained before subcontract awards.

K.9 Affirmative Action Compliance (FAR 52.222-25 (Apr 1984))

The offeror represents that--

- (a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It [] has not previously had contracts subject to the written affirmative action program requirements of the rules and regulations of the Secretary of Labor.

K.10 Certification of Toxic Chemical Release Reporting (FAR 52.223-13 (Oct 1996))

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that --

- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
- (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable)
 - ☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
 - ☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
 - ☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
 - ☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or
 - ☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.11 Provisions Incorporated by Reference (FAR 52.252-1 (Feb 1998))

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.arnet.gov/far/>

Table 8 - Section K FAR Provisions by Reference

Provision No.	Title	Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Apr 1991

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 Type of Contract (FAR 52.216-1 (Apr 1984))

The Government contemplates awarding a time-and-materials (T&M) type of contract from this solicitation.

L.2 Service of Protest (FAR 52.233-2 (Aug 1996))

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Department of Justice, Director, Procurement Services Staff, 1331 Pennsylvania Ave., N.W., National Place Building, Room 1000, Washington, DC 20530.

(b) The copy of any protest shall be received in the office designated above within one (1) day of filing a protest with the GAO.

L.3 Solicitation Amendments

Any Amendments or other informational material issued by the Department prior to the due date for proposals will only be made available on the Internet at the same URL as the RFP.

L.4 Format and Instructions for Proposals

(a) Proposals submitted in response to this solicitation shall be formatted in accordance with the instructions provided in this section. Offerors shall furnish proposals in separately bound volumes in the quantities specified below. Each volume shall be complete in itself in order that evaluation of one volume may be accomplished independently of, and concurrently with, evaluation of the other.

Volume 1 - Business Proposal (Original plus 5 copies)

Volume 2 - Technical Proposal (Original plus 5 copies)

(b) Each page within each volume and section shall be numbered using a consistent numbering scheme. This scheme shall also be used for all supporting documentation such as charts, figures, etc. included in each volume. Paper size shall be 8.5" by 11.0" (no fold outs allowed) with appropriate left margins. Type (font) size must be no less than 10 point except for labels and headings (used with graphics, tables and figures) which may be smaller.

(c) To be considered compliant and eligible for award, the proposal shall, at a minimum, include the information identified in Sections L.4.1 and L.4.2, and comply with the cited page limitations for each section. All sections subject to a page limitation are included in the following table. Page limits will be

treated as maximums. If the limit is exceeded, the excess pages will not be read or considered in the evaluation of the proposal. When both sides of a sheet display printed material, it must be counted as two pages.

Table 9 - Proposal Sections Subject to Specific Page Limitations

Proposal Volume/Section	Page Limit
Volumes 1 & 2, Executive Summary	1-page.
Volume 2, Section 2, Technical Proficiency	10-pages total for Sections 2 through 4.
Volume 2, Section 3, Technical Approach	
Volume 2, Section 4, Independence	
Volume 2, Resumes	No page limit.

(d) In addition to the "paper" proposal, an electronic version is also required on 3.5" diskette(s) (one copy only). Note that should you revise your proposal as a result of discussions, revised media will also be required with your final proposal revision. The preferred file format is Corel WordPerfect Version 9 or lower.

(e) If discussions are held and the offeror submits a proposal revision(s) as a result of discussions, the offeror **MUST** submit with its final proposal revision an updated electronic version of its proposal that includes all changes, revisions and modifications made to the proposal during the course of the acquisition. This updated electronic proposal shall also be submitted on 3.5" diskettes using the same software as the initial electronic proposal.

L.4.1 Volume I - Business Proposal

This volume of the proposal shall address the terms and conditions of the solicitation document and include the offerors price proposal in the format described in L.4.1.1 through L.4.1.3.

L.4.1.1 Executive Summary

Provide a concise narrative summary of your technical proposal highlighting any key or unique features. If any portion of the work will be subcontracted, identify the subcontractor(s) and their respective role(s).

L.4.1.2 Section 1 - Terms and Conditions

Include Sections A, B, D, E, F, G, H, I, and K of the solicitation document, including any amendments which may be issued, as submitted to the offeror as follows:

- (a) Section A - Cover Sheet: Blocks 13, 15, 16, and 18 of page 1 of the solicitation (Standard

Form 33) will be completed by the offeror and block 17 shall be signed to show that the offeror has read and agrees to comply with all the conditions and instructions provided in the solicitation document. Insert your DUNS number in the block with your name and address with the annotation "DUNS" followed by the DUNS number that identifies your name and address exactly as stated in the offer.

(b) Sections B, D, E, F, G, H, and I: By incorporating the terms and conditions set forth in Sections B, D, E, F, G, H, and I of the solicitation document into the proposal, the offeror is agreeing to comply with these terms and conditions. **In lieu of providing actual copies of these pages, the offeror shall provide the following written certification (signed and dated) of acknowledgment and compliance with these requirements.**

_____ [Name of offeror] hereby incorporates by reference into this proposal dated _____ [Date of Offer] Sections B, D, E, F, G, H, and I of Solicitation No. JSJMD-00-0106 current as of _____ [Date of Offer] and certifies that in so doing the offeror agrees to comply, in any contract issued as a result of this Solicitation, with all of the provisions of these Sections.

[Signature]

Name and Title]

[Date Signed]

Any proposal received without the above Certification (or actual copies of the solicitation pages) will be considered non-compliant.

(c) Section G.2: Complete or provide the fill-in information required of Section G.2.

(d) Section K: The offeror must check or complete all applicable boxes or blocks in the paragraphs under Section K of the solicitation document and resubmit the full section as part of the proposal.

L.4.1.3 Section 2 - Pricing Tables

(a) Section B of this solicitation includes the format for the Pricing Tables. The Tables shall be completed by the offeror and include all CLINs/prices/costs the offeror believes necessary to perform the entire technical review. The Tables are intended to prescribe the CLIN structure, general format and minimum content for all pricing. In completing the Tables, please note the following:

- (1) **Prices/Multipliers.** All proposed prices and multipliers must comply with the requirements of Section B; reflect any discounts offered (excluding prompt payment discounts); be applicable for the entire contract period indicated; and, be limited to two (2)

decimal places for all unit prices except the "multiplier" which is limited to three (3) decimal places.

- (2) **Table 1, Labor.** Table 1 covers the labor portion of the proposed contract. The offeror is responsible for inserting the item description (labor category title), estimated quantity of hours (C.4.2 work only, see note below), and unit prices (hourly rates) for each proposed CLIN. Proposed labor categories should be based on the offeror's classification system. If the number of rows in any CLIN series is not sufficient to accommodate all proposed CLINS, the offeror must insert additional rows and number sequentially. A sample submission is provided below for informational purposes.

SAMPLE Table 1 - Fixed Unit Prices for Labor and Estimated Cost to Perform

CLIN	Labor Category	Unit	Est. Qty	Unit Price	Total
Technical Review of the Carnivore System (Section C.4.2)					\$118,500.00
1001	Project Manager	Hour	480	\$125.00	\$60,000.00
1002	Technical Analyst	Hour	480	\$100.00	\$48,000.00
1003	Technical Writer	Hour	140	\$75.00	\$10,500.00
Additional Analyses (Optional Requirement, Section C.4.3)					\$0.00
2001	Project Manager	Hour	TBD	\$125.00	\$0.00
2002	Technical Analyst	Hour	TBD	\$100.00	\$0.00
2003	Technical Writer	Hour	TBD	\$75.00	\$0.00
Total Estimated Cost of Labor					\$118,500.00

Note: For the C.4.2 work, the offeror should assume, for proposal preparation purposes only, that 1,100 hours for professional level personnel and 100 hours for support personnel will be required to perform the work. The offeror shall allocate these 1,200 hours across its proposed labor categories consistent with its technical approach. For the optional C.4.3 work, the offeror must insert labor categories and hourly rates to perform this type of work.

- (3) **Table 2, ODCs.** Table 2 covers the "Other Direct Cost" portion of the contract. The offeror is responsible for inserting the item description (travel, supplies, etc.) and multiplier for each category of ODC that the offeror proposes to be an allowable ODC for each CLIN series. All multipliers shall be expressed as a factor, i.e., if the administrative handling charge for a CLIN is 2%, it shall be inserted in the table as 1.020; if there is no mark-up over cost, insert 1.000. If the number of rows in a CLIN series is not sufficient to accommodate all proposed CLINs, the offeror must insert additional rows and number sequentially. The "Estimated Amount" of ODCs shown for each CLIN is the offerors' estimated cost for each ODC. A sample submission is provided below for informational purposes.

SAMPLE Table 2 - Fixed Unit Prices for Other Direct Costs and Estimated Cost to Perform

CLIN	Item Description	Unit	Est. Amount	Unit Price (multiplier)	Total
Technical Review of the Carnivore System (Section C.4.2)					\$15,810.00

SAMPLE Table 2 - Fixed Unit Prices for Other Direct Costs and Estimated Cost to Perform

<i>CLIN</i>	<i>Item Description</i>	<i>Unit</i>	<i>Est. Amount</i>	<i>Unit Price (multiplier)</i>	<i>Total</i>
3001	Travel	Actual Cost	\$15,000.00	1.020	\$15,300.00
3002	Supplies	Actual Cost	\$500.00	1.020	\$510.00
Additional Analyses (Optional Requirement, Section C.4.3)					\$0.00
4001	Travel	Actual Cost	TBD	1.020	\$0.00
4002	Supplies	Actual Cost	TBD	1.020	\$0.00
Total Estimated Cost of Other Direct Costs					\$15,810.00

Note: For the C.4.2 work, the offeror should estimate costs consistent with the Section C.4.2 requirements and the guidelines provided in paragraph (2) above. For the optional C.4.3 work, the offeror must insert the types of ODCs and their corresponding multiplier (no cost estimate).

(b) As noted in Section L.4(d) above, the pricing tables must be submitted in both hard copy and electronic version (Corel WordPerfect files preferred).

L.4.2 Technical Proposal

(a) The technical proposal shall be prepared in a single volume as described in this section. Each volume shall include a table of contents for all material contained within it, be presented in the format described in L.4.2.1 through L.4.2.4, and address the pertinent technical requirements of the solicitation document. The Department will use the information provided with this volume to identify distinctions in the quality of offered services and the capability and independence of the organizations proposed to perform the work.

(b) Offerors are required to submit resumes for certain personnel. The following applies to these positions:

- (1) The resume must include a description of position duties and qualifications, as well as information about the qualifications of the individual proposed.
- (2) If the individual proposed is not presently an employee of the Offering organization, the resume must be accompanied by a signed letter of commitment to join the offeror's or team member's organization in the event of Contract award to the offeror.
- (3) As these individuals will be "key personnel" under the proposed contract, submission of these resumes is considered a commitment on the part of the offeror that, should the offeror be awarded the contract, the proposed individuals will be assigned to perform it.

L.4.2.1 Volume 2 - Technical Proposal

L.4.2.1.1 Section 1 - Executive Summary

Provide a copy of the Executive Summary from Volume I of your proposal.

L.4.2.1.2 Section 2 - Technical Proficiency

Provide any information that clearly demonstrates the offeror's (and team members if so proposed) proficiency in relevant technical fields, including computer network design and operation, including ISP operation; computer security; and the evaluation and testing of computer software, hardware, and security measures. Describe any awards or other relevant recognition received by your organization. Provide (in Section 5 of the Technical Proposal, see L.4.2.1.5 below) resumes for the proposed Project Manager and all other key personnel.

Note: The breadth and depth of expertise available within the offeror's organization will be a relevant consideration in the selection decision. However, the offeror may propose individuals with special qualifications from another organization.

L.4.2.1.3 Section 3 - Technical Approach

The Department is interested in the offeror's approach to the requirements of the proposed contract as described in Section C.4. To this end, the offeror must:

- (1) Describe your methodology for performing the technical review.
- (2) Provide information that bears on the ability of the offeror to perform a thorough technical review and deliver a well formulated draft and final technical reports within the desired deliver times and participate in the "public comment" phase of the project. Provide a detailed schedule for performance.
- (3) Describe your approach to performing the technical review in compliance with the RFP security requirements. In particular, although the Department is prepared to consider allowing testing of the system in facilities provided by the contractor, we would not expect to authorize review of the source code or certain other sensitive information outside government facilities or facilities with equivalent security arrangements.

L.4.2.1.4 Section 4 - Independence

Provide any information that demonstrates that your (and your team members if so proposed) organization is publicly recognized as, independent, objective and impartial. In particular, the Department seeks to avoid any appearance of improper influence by the Department, including the FBI, or by other law enforcement or governmental interests.

L.4.2.1.5 Section 5 - Resumes

Provide a resume for the Project Manager and each individual that will make a substantive contribution to this review. Do NOT include a photo of the individual.

L.5 Proposal Preparation Costs

This request for proposals does not commit the Government to pay any costs incurred in the submission of any proposal or in making necessary studies for the preparation thereof. Nor does it commit the Government to procure or contract for said services. The Contracting Officer is the only individual who can commit the Government to the expenditure of public funds in connection with this proposed procurement.

L.6 Submission of Offers

The Department will **not** accept facsimile or Internet submissions of offers for this procurement.

L.6.1 Markings

It is important that the outer envelope or wrapping of your offer be addressed as follows: [**Note:** Failure to so mark the outer cover could be the cause of your offer being misdirected and received too late at the required destination shown below.]

Offeror's Return Address

U.S. Department of Justice
Justice Management Division
Procurement Services Staff
1331 Pennsylvania Avenue, NW, Suite 1000
Washington, DC 20530
Attn: Mark Selweski

Solicitation No: JSJMD-00-0106

Closing Date and Time: September 6, 2000 @ 1:00 P.M. Local Time

L.6.2 Hand Carried Proposals

Hand carried proposals must be delivered to Suite 1000, at 1331 Pennsylvania Avenue, NW by the time and date specified above. Proposals (sealed offers only) received at Suite 1000 after the time and date specified for receipt will be considered LATE in accordance with paragraph (c)(3) of FAR provision 52.215-1 entitled "Instructions to Offerors -- Competitive Acquisitions (Feb 2000)" (see Section L.8).

L.6.3 Proposal Revisions

If discussions are held which result in changes to the initial proposal and/or any subsequent changes, all revisions shall be accomplished by amended page(s) ONLY. Any changes from the original page shall be indicated by a vertical line (or other similar method), adjacent to the change, on the outside

right margin of the page. The offeror shall include the date of the revision on each changed page.

L.7 Disposition of Proposals

(a) Non-selection of any proposal will mean that another acceptable proposal was deemed to be more advantageous to the Government, or that no proposal was accepted. Offerors whose proposals are not accepted will be so notified. Such notification will be devoid of any criticism of the proposal and of any implication that the proposal or proposed equipment was deficient. Unsuccessful offerors may request a debriefing.

(b) After the Contractors have been selected, one copy of each unsuccessful proposal will be retained by the issuing office and the remainder will be destroyed. No destruction certificate will be furnished.

L.8 Provisions Incorporated by Reference (FAR 52.252-1 (Feb 1998))

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.arnet.gov/far/>

Table 10 - Section L FAR Provisions by Reference

Provision No.	Title	Date
52.215-1	Instructions to Offerors—Competitive Acquisition	Feb 2000

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 Selection and Award Criteria

M.1.1 General Conditions

(a) In order to be considered eligible for award, proposals must meet the following general conditions:

- (1) The offeror's technical proposal is determined to be "acceptable" in accordance with Section M.2;
- (2) The offeror's proposed total estimated cost is determined to be "reasonable" and "realistic" in accordance with the Section M.2.3;
- (3) The offeror's proposal complies with the requirements of law, regulation and conditions set forth in the solicitation; and
- (4) The offeror is determined to be "responsible," as defined in Federal Acquisition Regulation Subpart 9.1, meets all standards contained therein, and is otherwise eligible for receiving award.

(b) The offeror's technical and business proposals must demonstrate a clear understanding of the nature and scope of the services required. Failure to provide a realistic, reasonable and complete technical and business proposal may reflect a lack of understanding of the contract requirements and may result in a determination that the offer is unacceptable.

(c) For award purposes, the Department will not evaluate the offeror's technical and price response to the contract option (see Section C.4.3).

M.1.2 Award Determination

The primary goal of this procurement is to select an offeror that is capable of delivering an independent, objective, impartial and thorough technical review of the Carnivore system within the time frames specified in the RFP. While the total estimated cost to the Government will be a factor in the award decision, the Department will base its selection decision on a best value approach where technical merit (i.e., offeror capability and independence) is significantly more important than the total estimated cost.

M.1.3 Evaluation Process

(a) The proposal evaluation and source selection process will include the following events:

- (1) **Review of Paper Proposals.** The Department will review and assess each technical proposal against the stated technical evaluation factors set forth in Sections M.2. 1 and

M.2.2. The Department will document the results of its review to include rating each proposal under the offeror capability technical evaluation factors. Ratings assigned by the Department will reflect the Department's judgement as to the capabilities of each proposed offeror or team.

The Department will review each business proposal to determine whether: the proposal complies with the solicitation requirements; the offered unit prices are reasonable and realistic; and, the offeror is responsible. Failure to comply with the proposal preparation instructions and the terms and conditions of the Standard Form of Contract may be cause for the proposal to be rejected without further consideration.

The Department may give an offeror(s) the opportunity to clarify certain aspects of its proposal consistent with the guidance contained in FAR 15.306(a). Clarifications are not considered discussions within the meaning of FAR Part 15.

- (2) **Discussions and Proposal Revisions.** The Department anticipates that discussions will be conducted during this procurement with all offerors determined to be within the competitive range (see Federal Acquisition Regulation 15.306). If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

For those offerors included in the competitive range, the Contracting Officer will provide additional information about the Carnivore system. The offeror will be required to refine its business and technical volumes to reflect this additional information.

- (3) **Source Selection.** The Department will reassess each proposal within the competitive range to consider proposal revisions. Reassessment may include upgrading or downgrading a proposal. As discussed in Section M.1.2, the Department will identify the offeror it believes represents the best value and prepare a formal recommendation for contract award. The Contracting Officer will make the selection for contract award.

M.2 Evaluation Factors

(a) In making its source selection decision, the Department will consider the capability of the offeror (to include any team members and subcontractors), the offeror's independence, and price, as described in this section.

(b) Mere restatement of the requirements or assertions that the proposal is compliant with the RFP without containing an appropriate description of the offeror's capabilities will be grounds for the Department to assign a very low rating for those evaluation factors and determine that the offer is unacceptable. Generally speaking, generic information will be rated lower than information well tailored to DOJ's requirements.

(c) The relative importance of the technical evaluation factors described in Sections M.2.1 is shown in Table 11 below. A numerical scoring system will be used as a guide to provide a consistent means for ranking all technical proposals for offeror capability. The relative importance of each factor is converted to a numerical weight consistent with its relative importance. The Department will utilize 5-point rating scales when assessing the proposals [6=excellent, 5=very good, 3=satisfactory, 2=marginal, 1=poor]. The assigned rating for each factor/subfactor is multiplied by the prescribed weight for that factor to compute a weighted point score. The maximum possible point score for offeror capability is shown in the far right column. A rating of "marginal" or "poor" in any factor/subfactor may render the proposal unacceptable.

Table 11 - Numerical Scoring System for Offeror Capability

Technical Evaluation Factor/Subfactor	Weight	Maximum Rating	Maximum Point Score
Technical Proficiency	15	6.0	90
Technical Approach			240
Methodology	20	6.0	
Schedule	10	6.0	
Security	10	6.0	
TOTAL POSSIBLE POINT SCORE			330

(d) For Offeror Independence, the Department will assess the level of independence afforded by each offeror. This assessment may be used to downgrade the offeror's technical proposal and/or as a significant consideration in the source selection decision.

M.2.1 Offeror Capability

The Department will base its evaluation of each of the factors on all of the material supplied in response to the RFP, plus any other information known to the Department.

- (1) **Technical Proficiency.** The Department will assess the technical proficiency of the offeror by considering the offeror's competence in relevant technical fields, including computer network design and operation, including ISP operation; computer security; and the evaluation and testing of computer software, hardware, and security measures. The Department will base its assessment on information provided with the Technical Proficiency and Resumes sections of the offeror's written submission. The Department will give added preference in the evaluation to offerors that demonstrate significant breadth and depth of expertise available within the offeror's organization.
- (2) **Technical Approach.** The Department will assess each offeror's proposed methodology, ability to perform the entire technical review within the desired time frames specified in the RFP as well as how the offeror will comply with the RFP security requirements.

M.2.2 Offeror Independence

The technical review is meant to be, and to publicly recognized as, independent, objective and impartial. In particular, the Department seeks to avoid any appearance of improper influence by the Department, including the FBI, or by other law enforcement or governmental interests. The Department will base its evaluation of offeror independence on all of the material supplied in response to the RFP, plus any other information known to the Department.

M.2.3 Price

To be considered for award, the offeror must submit prices/multipliers which comply with the requirements of Sections B and L.4.1. The Department will evaluate the realism and reasonableness of each offeror's proposed total estimated cost by comparing them to each other. Prices which represent a probable loss position for the offeror may be judged unrealistic. Prices which are extreme or excessive may be judged unreasonable.

Attachment 1

Model Scenarios

Model Scenarios

1. When used under court order to capture source and destination information for a user's online communications, does Carnivore collect and preserve only that information? Does it do so without collecting and preserving the contents of the target user's communications, and without collecting and preserving information about the activity of other system users?

Examples:

- (a) A court order authorizes the collection of source and destination information from email sent to or from a specified user. Specifically, the order authorizes the collection of the non-content header fields on email sent to or from the specified user; it does not permit collection of the "Subject:" header or the body of the email traffic.

When configured to collect the authorized information from inbound and outbound email (e.g., SMTP connections to TCP destination port 25), does Carnivore collect and preserve all of the information authorized by the court order, only that information, and not other users' email source/destination information or contents?

- (b) A court order authorizes the collection of source and destination information for Hypertext Transport Protocol activity (i.e., web browsing) by user@isp.com. Specifically, the order authorizes the collection of the Internet Protocol (IP) addresses to which user@isp.com opens an HTTP connection. The order does not authorize the collection of the complete Uniform Resource Locator (URL) portion of the browsing activity.

In addition, user@isp.com connects to his provider via telephone dialup, and for each login session the provider's RADIUS server dynamically assigns user an IP address.

When configured to work with the RADIUS server to collect the authorized information from inbound and outbound HTTP traffic (i.e., connections to TCP port 80 on other sites), does Carnivore collect and preserve all of the information authorized by the court order, only that information, and not other users' web browsing source/destination information or contents?

- (c) A court order authorizes the collection of source and destination information for File Transfer Protocol (FTP) activity by user@isp.com. Specifically, the order authorizes the collection of the Internet Protocol (IP) addresses to which user@isp.com opens an FTP connection.

In addition, user@isp.com connects to his provider via telephone dialup, and for each login session the provider's RADIUS server dynamically assigns user an IP address.

When configured to work with the RADIUS server to collect the authorized information from inbound and outbound FTP traffic (i.e., connections to TCP ports 20 and 21 on other sites), does Carnivore collect and preserve all of the information authorized by the court order, only that information, and not other users' FTP source/destination information or contents?

2. When used under court order to capture the contents of a user's online communications, does Carnivore collect and preserve only that information? Does it do so without collecting and preserving the contents of (or other information concerning) the communications of other system users?

Examples:

- (a) A court order authorizes the interception of the contents of email sent to or from a specified user. When configured to collect the authorized information from inbound and outbound email (e.g., SMTP connections to TCP destination port 25), does Carnivore collect and preserve all of the authorized information, only that information, and not other users' communications?
- (b) A court order authorizes the interception of the contents of communications to or from user@isp.com, who has a fixed IP address. Specifically, the order authorizes the interception of all network communications to or from the target user's IP address.

When configured to collect the authorized information, does Carnivore collect and preserve all of the authorized information, only that information, and not other users' communications?

Attachment 2

Sensitive Information Nondisclosure Agreement

Sensitive Information Nondisclosure Agreement

An Agreement between _____ and the Federal Bureau of Investigation (FBI) regarding the nondisclosure of sensitive FBI information, to wit: any and all information received from the FBI arising from a review requested by the Attorney General of the United States (the Review) of the FBI's Carnivore device and system, including, but not limited to, any and all information pertaining to the Carnivore software and associated software and hardware devices and systems; any and all information pertaining to investigations, operations, procedures, policies, practices, guidelines, training, training documents, manuals, technical descriptions, source code, object code, executable software, design, documentation, descriptions, tests, test results, test scenarios, deficiencies, and vulnerabilities associated with the Carnivore device and system; and any and all other information associated with the Carnivore device and system.

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to sensitive information from the FBI arising from the Review as required to perform my duties. As used in this Agreement, sensitive information is marked or unmarked information, including, but not limited to, oral communications arising from the Review, the disclosure of which may compromise, jeopardize or subvert law enforcement activities, investigations, or investigative techniques. Sensitive information also includes information arising from the Review, the disclosure of which might compromise, jeopardize or subvert past or other law enforcement activities, investigations, or investigative techniques. I understand and accept that by being granted access to this sensitive information, special confidence and trust shall be placed in me by the FBI.

2. I hereby acknowledge that I have received an indoctrination concerning the nature and protection of sensitive information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of sensitive information arising from the Review may cause irreparable damage to FBI investigations and investigative techniques and that I will never divulge sensitive information to anyone unless (a) I have officially verified that the recipient has been properly authorized by the FBI to receive it; or (b) I have been given prior written notice of authorization from the FBI that such disclosure is permitted. I understand that if I am uncertain as to the sensitive nature or status of information, I am required to confirm from an authorized official that the information may be disclosed prior to disclosure of this information.

4. I have been advised that any breach of this Agreement may result in the termination of my relationship with the FBI and removal from the Review. In addition, I have been advised that any unauthorized disclosure of information by me may constitute a violation or violations of United States criminal laws, including those codified in Title 18, United States Code, or may lead to criminal prosecution for obstruction of lawful government functions. I realize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I understand that all sensitive information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or in the control of, the FBI unless otherwise determined by an authorized official or final ruling in a court of law. I agree that I shall return

all sensitive materials which have or may come into my possession, or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; or (b) upon the conclusion of my relationship with the FBI, whichever occurs first.

6. Unless and until I am released in writing by an authorized representative of the FBI, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to the sensitive information and at all times thereafter.

7. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

8. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result, or may result from any disclosure, publication, or revelation of sensitive information not consistent with the terms of this Agreement.

9. I have read this Agreement carefully and my questions, if any, have been answered.

Signature _____ Date _____
Organization (if contractor, provide name and address):

The briefing and execution of this Agreement was witnessed by

_____ (type or print name)

Signature _____ Date _____

Security Debriefing Acknowledgment

I reaffirm that the provisions of the Federal criminal laws applicable to the safeguarding of sensitive information have been made available to me; that I have returned all sensitive information in my custody; that I will not communicate or transmit sensitive information to any unauthorized person or organization; that I will promptly report to the FBI any attempt by an unauthorized person to solicit sensitive information; and that I have received a debriefing regarding the security of sensitive information.

Signature _____ Date _____

Name of Witness (type or print) _____

Signature of Witness _____ Date _____

